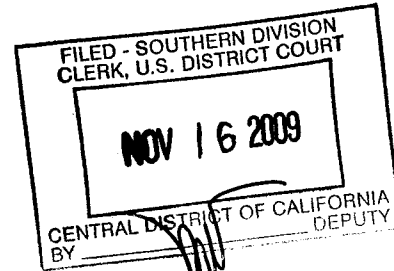


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8 Attorneys for Plaintiffs

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12 SOUTHERN DIVISION

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14 FRANK MUSIC CORP., SONY/ATV
15 HARMONY AND GLADYS MUSIC
ELVIS PRESLEY ENTERPRISES
16 LLC,

17 Plaintiffs,

18 v.

19 MARZIEH BAGHERITARI,
20 Defendant.

Case No. SACV08-01189 CJC (MLGx)

**~~PROPOSED~~ CONSENT
JUDGMENT**

[17 U.S.C. §§101 *ET SEQ.*]

1 WHEREAS, plaintiffs Frank Music Corp., Sony/ATV Harmony, and Gladys
2 Music Elvis Presley Enterprises LLC ("Plaintiffs") are owners of the copyrights in
3 the musical compositions listed in Schedule A to Plaintiffs' Complaint filed in this
4 action and members of the American Society of Composers, Authors and Publishers
5 ("ASCAP"); and

6 WHEREAS, defendant Marzieh Bagheritari ("Defendant"), at the times of the
7 infringing acts alleged in the Complaint, did own, control, manage, operate, and
8 maintain a place of business for public entertainment, accommodation, amusement,
9 and refreshment known as Orchid Restaurant, 3033 Bristol Street, Suite D, in Costa
10 Mesa, in the State of California; and

11 WHEREAS, without authorization or consent, Defendant, on the dates
12 specified on Schedule A to the Complaint, publicly performed Plaintiffs' copyrighted
13 musical compositions at Orchid Restaurant, 3033 Bristol Street, Suite D, in Costa
14 Mesa, in the State of California, for the entertainment and amusement of the patrons
15 attending said premises in violation of Plaintiffs' rights under 17 U.S.C. § 106(4), as
16 a remedy for which Plaintiffs are entitled to judgment against Defendant for willful
17 copyright infringement.

18 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND
19 DECREED that:

20 1. (a) Judgment is entered for Plaintiffs and against Defendant on the
21 claims set forth in Plaintiffs' Complaint in the amount of Twelve Thousand Five
22 Hundred Dollars (\$12,500.00) (the "Consent Judgment Amount"). Notwithstanding
23 the foregoing, the parties have agreed that this Judgment may be satisfied upon
24 Defendant's payment of the sum of Ten Thousand Dollars (\$10,000.00) (the
25 "Settlement Amount") as provided in Paragraph 2 below.

26 (b) The amount provided for in this Consent Judgment shall be in full
27 settlement of all claims against Defendant arising out of Plaintiffs' Complaint and all
28 other copyright infringement claims of members of ASCAP against Defendant arising

1 out of the operation of Orchid Restaurant, 3033 Bristol Street, Suite D, in Costa
2 Mesa, in the State of California, during all periods up to and including the date of
3 entry of this Consent Judgment.

4 2. (a) Defendants shall pay the Settlement Amount in installments as
5 follows:

6 A. Payment of Eight Hundred Thirty-Three Dollars and Thirty-
7 Three Cents (\$833.33) upon the first of each month from
8 November 2009 through October 2010.

9 (b) Defendant shall make the payments provided for above in the
10 form of a certified, cashier's, bank, or corporate business check drawn on a California
11 bank, made payable to "ASCAP," and delivered to Danika B. Vittitoe, Esq., at
12 Arnold & Porter LLP, 777 South Figueroa Street, 44th Floor, Los Angeles, California
13 90017, or such other person as Plaintiffs' attorneys shall designate to receive such
14 payments.

15 3. Defendant agrees that no ASCAP members' copyrighted works shall be
16 performed by any person or in any manner at Orchid Restaurant unless and until
17 Defendant executes a ASCAP General License Agreement for Orchid Restaurant and
18 agrees to pay annual license fees in accordance therewith. Should Defendant fail to
19 comply with the terms of this paragraph 3, ASCAP's members retain their rights to
20 pursue future claims for copyright infringement against Defendant, should such
21 claims arise.

22 4. In the event that (i) Defendant fails to make any of the payments
23 provided for in paragraph 2(a) above; or (ii) ASCAP obtains evidence of additional
24 infringing performances of ASCAP members' copyrighted musical works at Orchid
25 Restaurant, upon receipt by Defendant of written notice from Plaintiffs or their
26 undersigned attorneys of any such delinquency or infringing performances,
27 Defendant shall have ten (10) calendar days in which to cure such delinquency. If the
28 delinquency is not cured within such ten (10) day period or if ASCAP has such

1 evidence of infringing performances, Defendant shall be obligated to pay the full
2 Consent Judgment amount of Twelve Thousand Five Hundred Dollars (\$12,500.00),
3 less any payments previously made to Plaintiffs pursuant to paragraph 2(a) above.
4 Such balance shall be immediately due and payable, and execution therefor may issue
5 forthwith and without any further notice to Defendant.

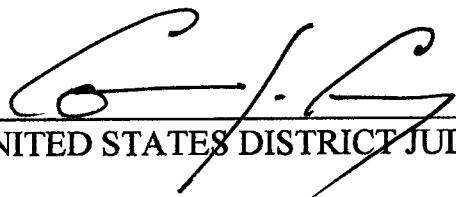
6 5. Plaintiffs shall be granted all such writs and process as are necessary or
7 proper for the enforcement of this Consent Judgment.

8 6. Subject to the Court's continuing jurisdiction over the parties for
9 purposes of enforcement of this Consent Judgment, this action is dismissed.

10
11 **ORDER**

12 **IT IS SO ORDERED.**

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14 Dated: November 13, 2009

15 
16 UNITED STATES DISTRICT JUDGE
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